



# MTC SAFE



METROPOLITAN  
TRANSPORTATION  
COMMISSION  
SERVICE AUTHORITY  
FOR FREEWAYS  
AND EXPRESSWAYS

October 27, 2004

## REQUEST FOR PROPOSALS

### *Technical Assistance for the CCTV Upgrade Project*

#### Letter of Invitation

*Steve Kinney, Chair*  
Marin County and Cities

*Jon Rubin, Vice Chair*  
San Francisco Mayor's Appointee

*Tom Ammiano*  
City and County of San Francisco

*Irma L. Anderson*  
Cities of Contra Costa County

*Tom Azanbrado*  
U.S. Department of Housing  
and Urban Development

*James T. Beall Jr.*  
Santa Clara County

*Mark DeSaulnier*  
Contra Costa County

*Bill Dodd*  
Napa County and Cities

*Dorene M. Giacopini*  
U.S. Department of Transportation

*Scott Haggerty*  
Alameda County

*Barbara Kaufman*  
San Francisco Bay Conservation and  
Development Commission

*Sue Lempert*  
Cities of San Mateo County

*John McLemore*  
Cities of Santa Clara County

*Michael D. Nacin*  
San Mateo County

*Bijan Sartipi*  
State Business, Transportation  
and Housing Agency

*James P. Sperring*  
Solano County and Cities

*Pamela Terliatt*  
Association of Bay Area Governments

*Sharon Wright*  
Sonoma County and Cities

*Shelia Young*  
Cities of Alameda County

*Steve Heminger*  
Executive Director

*Ann Fletcher*  
Deputy Director/Operations

*Therese W. McMillan*  
Deputy Director/Policy

Dear Consultant:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) invites you to submit a proposal to provide Technical Assistance to MTC SAFE during Phase I of the "CCTV System Upgrade and Deployment Testing" project. Phase I involves prototype development, deployment and testing. The initial contract term will begin December 1, 2004 and conclude June 30, 2006. Depending upon the completion of Phase I and the Consultant's performance, MTC may extend the Contract during Phase II (full system deployment) in additional one-year increments. The minimum qualifications for this contract are set forth on page 3 of this Letter of Invitation.

This letter, together with its enclosures, comprises the Request for Proposal (RFP) for this project. Responses should be submitted in accordance with the instructions set forth in this RFP.

#### Proposal Due Date

Interested firms must submit six (6) hard copies of their proposal by 4:00 p.m., November 30, 2004. ***Proposals received after that date and time will not be considered.*** Proposals shall be considered firm offers to provide the services described for a period of 90 days from the time of submittal.

#### MTC SAFE Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to the address shown below. For telephone inquiries, call (510) 817-3230. E-mail inquiries may be directed to [Twells@mtc.ca.gov](mailto:Twells@mtc.ca.gov).

Tom Wells Project Manager  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
Fax: (510) 817-3299

JOSEPH P. BORT METROCENTER, 101 EIGHTH STREET, OAKLAND, CA 94607-4700  
Tel.: 510.464.7700 • TTY/TDD: 510.464.7769 • Fax: 510.464.7848 • e-mail: [info@mtc.ca.gov](mailto:info@mtc.ca.gov)

## ***Background***

The CCTV System Upgrade and Deployment System Integration Project (“CCTV Project”) is a joint project of the Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE), the California Highway Patrol (CHP) and the California Department of Transportation (Caltrans). The purpose of the CCTV Project is to develop and implement a prototype IP-based CCTV system (Phase I) to be used as the foundation for the deployment of a full system upgrade involving approximately 400 camera locations in the Caltrans District 4 system (Phase II). Integration with the existing Advanced Transportation Management System (ATMS) will also be completed in the second Phase. The CCTV Upgrade Project Contractor will be a System Integrator, responsible for bringing together all of the necessary program elements. (References in this RFP to the System Integrator refer to the CCTV Upgrade Project Contractor.) The estimated cost of the CCTV Project to MTC SAFE (Phases I and II) is approximately \$5 Million. As of the date of issuance of this RFP, MTC SAFE has not yet awarded the CCTV Project contract. We expect this to occur in early January 2005.

Phase I of the CCTV Project to be implemented by the selected System Integrator consists of the nine tasks below:

### **Phase I, Part A. Prototype Design & Lab Demonstration**

- Task 1. Project Kickoff, Final Detailed Work Scope, & Project Schedule
- Task 2. Video Encoder/Decoder Pre-Evaluation Test Bed
- Task 3. Engineering Services and Documentation
- Task 4. Equipment & Software Procurement, Development, Delivery, Installation, Configuration & Integration

### **Phase I, Part B. Prototype Field Integration**

- Task 5. Prototype Field Integration

### **Phase I, Part C. Full Prototype Interoperability**

- Task 6. Full Prototype Interoperability All Field CCTVs
- Task 7 Full Prototype Acceptance Testing
- Task 8 Operational Support

### **Phase I, Part D. Phase II Deployment Plan**

- Task 9 Develop Phase II Deployment Plan & Receipt Of Notice To Proceed

Firms interested in responding to this RFP should consult the CCTV Upgrade and Deployment Project Request for Proposal (CCTV RFP), posted on the MTC web site along with this RFP. References in *Appendix A*, Scope of Work for this RFP, to tasks and deliverables that the technical assistance consultant will be required to review refer to the scope of work for Phase I included in the CCTV RFP.

## ***Scope of Work, Budget and Schedule***

A preliminary scope of work for the project is set out in *Appendix A*, Scope of Work, which describes the services required under this RFP.

MTC SAFE has established a budget for the initial term of the project that will cover 1) technical support not to exceed \$75,000, 2) additional task orders based upon the Contractor's burdened hourly rate, up to \$25,000. The total budget for the initial contract term is not to exceed \$100,000. Proposers are requested to submit their proposal for the work detailed in *Appendix A, Scope of Work*.

The period of performance for this contract will be for eighteen months (January 3, 2005 through June 30, 2006) with the option to extend the contract for additional consecutive one-year periods, through the term of the CCTV Project contract (currently undetermined).

### ***Proposal Evaluation***

Proposals will be evaluated in accordance with the evaluation factors listed in Section V of this RFP. MTC SAFE reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm that presents the proposal that, in the opinion of MTC SAFE, is the most advantageous to MTC SAFE, based on the evaluation criteria in Section VI.

### ***Consultant Selection Timetable***

November 17, 2004 @ 2:00 pm	Proposer's Conference at Lake Merritt Plaza 1999 Harrison Street, Suite 1700, Oakland Claremont Conference Room
November 30, 2004 @ 4:00 pm	<b>Closing date/time for receipt of proposals</b>
Week of December 8, 2004	Interviews (if required)
December 10, 2004	MTC SAFE Oversight Committee Approval
January 3, 2005	Execution of contract (approximate)

### ***General Conditions***

MTC SAFE will not reimburse any Consultant for costs related to preparing and submitting a proposal. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

The selected Consultant will be required to sign a contract with MTC SAFE, which includes a provision indemnifying MTC SAFE, its commissioners, officers and employees from any liability or loss resulting from the Consultant's negligence and to defend any claims brought against MTC SAFE resulting from such negligence. The Consultant will also be required to maintain insurance at the coverage levels specified in *Appendix E, Synopsis of Provisions in MTC SAFE's Standard Consultant Agreement*. Any objections to the specified coverage levels must be brought to MTC SAFE's attention no later than the date on which objections to RFP provisions must be received (see *Section VI.E* of the RFP); otherwise compliance with the insurance requirements will be assumed.

***Authority to Commit MTC SAFE***

Based on an evaluation conducted by a selection panel, the Executive Director will recommend a Consultant to the MTC SAFE Operations Committee, which will commit MTC SAFE to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,



Steve Heminger  
Executive Director

SH: TW

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# REQUEST FOR PROPOSALS

to the

METROPOLITAN TRANSPORTATION COMMISSION  
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

for

TECHNICAL ASSISTANCE FOR CCTV UPGRADE PROJECT

October 27, 2004

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

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## **I. PROJECT DESCRIPTION**

The selected consultant will provide technical assistance and advice to MTC SAFE and its partner agencies, Caltrans and CHP, in connection with the prototype deployment and testing (Phase I) of the CCTV Project. The contract may be continued into Phase II of the CCTV Project.

The selected consultant will be expected to meet the following objectives:

- Evaluate contract compliance on the part of the System Integrator. Review deliverables submitted by the System Integrator and provide evaluation reports to MTC SAFE.
- Review and evaluate all System Integrator submitted hardware, software documentation and training materials against the functional requirements for the CCTV Upgrade Project.
- Confirm the sufficiency of the procedures for and performance of all System Integrator testing. Review and evaluate the encoder/decoder test bed, the IP-based CCTV system acceptance test procedures, as a test representative observing during the conduct of the acceptance test, and in documenting, evaluating and providing recommendations in a written report based on the results of the acceptance test.
- Confirm the feasibility and cost effectiveness of the System Integrator proposed Deployment Plan for Phase II. Review and evaluate this System Integrator submittal of the Phase II Deployment Plan and provide an evaluation report including recommendations.

## **II. PROPOSER QUALIFICATIONS**

Proposers will be expected to demonstrate the following experience and expertise:

- In-depth knowledge of technologies and applications of CCTV in Traffic Operations Systems (TOS);
- Expertise in complex CCTV system analysis, design and integration in TOS;
- Experience in technical project assistance and advice, including multi-vendor and multi-agency projects;
- Experience in risk analysis and mitigation in technology projects;
- Demonstrated experience in effective software system and platform integration testing; and
- Demonstrated experience in reviewing, evaluating and making recommendations for video system software and hardware technical specifications.

### **III. CONFLICT OF INTEREST**

The selected technical assistance contractor may not submit a proposal to carry out Phase II (full deployment) of the CCTV Upgrade System Integration project, if MTC SAFE elects to conduct a separate procurement for Phase II.

### **IV. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET**

#### ***A. Scope of Work***

The preliminary scope of work is set forth in *Appendix A, Scope of Work*.

#### ***B. Period of Performance***

The period of performance for this contract will be (approximately) January 3, 2005 to June 30, 2006, with the option on the part of MTC SAFE to extend the contract in additional consecutive one-year increments, throughout the term of the CCTV Project System Integrator contract.

#### ***C. Budget***

MTC SAFE has established a budget that will cover Phase I of the CCTV Project only. The total budget for the initial contract term is not to exceed \$100,000. Technical support, as described in *Appendix A, Tasks 1-6*, shall not exceed \$75,000. Additional task orders as described in Task 7 shall not exceed \$25,000.

### **V. PROPOSAL FORM**

Proposers must submit six (6) hard copies of their proposal to MTC SAFE, at the address listed on page 1 of the letter of invitation, by November 30, 2004, at 4:00 P.M. to be considered. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposer's capabilities. Each proposal should include:

#### ***A. Transmittal Letter***

A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signator.

#### ***B. Title Page***

A title page that includes the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, and the date.

#### ***C. Table of Contents***

A table of contents that includes a clear identification of the material by section and page number.

**D. General Approach to Providing Technical Assistance and Advice**

This section should clearly convey the proposer's general understanding of the nature of the work and the general approach to be taken. Identify specific considerations for CCTV projects, software integration and testing projects, system integration projects, or multi-agency technology deployment projects.

**E. Project Approach**

1. Detail the system engineering methods that will be used to ensure: (1) effective software and hardware analysis, evaluation and testing; and 2) effective technical assistance and advice.
2. Provide a project management plan that describes your approach to managing resources and maintaining quality results (see *Appendix A-2* of the CCTV RFP). Include the names, addresses and contact information for subcontractors (if any), a description of their role and specific responsibilities, and how their work will be supervised.
3. Identify potential problem areas, scheduling bottlenecks, critical path items, and any other potential obstacles to successful and timely completion of the CCTV Project. Describe how you would manage risks to address and overcome these obstacles.
4. Discuss methods, formal and informal, used to track and resolve issues that may occur during the CCTV Project lifecycle.

**F. Qualifications and References**

This section should clearly demonstrate that the proposer meets the proposer qualifications set forth in Section II of this RFP:

1. A description of the proposer's qualification specific to the requirements set forth in *Section II, Proposer Qualifications*.
2. A one-page resume summarizing the training and experience of key project personnel. Include resumes for key subcontractor personnel.
3. A brief description (one page maximum) of any previous projects similar to the services requested, indicating the project title, timing, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this study. Please include the name of the contact person, agency for whom the work was performed, telephone number, and year that the work was done.
4. References, including for subcontractors, if applicable.
5. A list of any contracts with MTC SAFE, the California Highway Patrol, or Caltrans entered into by the Consultant or any of its subcontractors in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

**G. Cost Proposal**

This section should include a detailed task budget covering the work described in *Appendix A*. The task budget should estimate hours required by task and personnel, plus expenses. The budget

should also include work to be performed by proposed subcontractors (if applicable). All costs associated with performance of the work described in Appendix A should be included in the task budget.

In addition, this section should include the burdened hourly rates of each team member to be used for work performed by task order on a time and materials basis.

#### ***H. California Levine Act Statement***

Submit a signed Levine Act statement (*Appendix B*).

### **VI. PROPOSAL EVALUATION**

#### ***A. Review for General Responsiveness***

The Project Manager, in consultation with the MTC SAFE Office of General Counsel, will conduct an initial review of the proposals for general responsiveness. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in *Section V, Proposal Form*, may be considered complete and generally responsive, if evaluation of every factor is possible.

#### ***B. Evaluation Criteria***

Responsive proposals will then be evaluated by a panel of MTC SAFE, Caltrans, and CHP on the basis of the following evaluation factors, in order of relative importance:

1. Individual project staff and team expertise and experience providing technical advice, and assistance services, and risk analysis and mitigation in the following areas: CCTV technologies and applications in freeway management systems (evaluation, design, deployment and integration, acceptance testing); software system integration and testing; multi-vendor and multi-agency projects; and compliance with applicable standards, including, but not limited to, National Transportation Communications for ITS Protocol (NTCIP)
2. Approach to conducting and completing the project, including but not limited to: understanding of how CCTV systems are utilized in a TMC environment and how field deployment is conducted; understanding of possible problems and approach to dealing with them; of the purpose and requirements of the project; resource allocation to tasks, including the hours and appropriateness of personnel assigned to each task; and key personnel's level of involvement in key tasks; management approach.
3. Cost effectiveness: including hours and appropriateness of personnel assigned to each task; extent and sufficiency of commitment of key personnel; hourly rates; reasonableness of task budget.
4. Writing ability and communication skills, based on proposal and interviews, if held.

Following the initial evaluation, the panel may elect to recommend award to a particular proposer or may enter into discussions with a “short list” of proposers, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract. References may be contacted at any point in the evaluation.

MTC SAFE reserves the right to not convene oral interviews/discussions and to make an award on the basis of initial proposals.

The panel will recommend a consultant to the MTC SAFE Executive Director, based on their evaluation of the written proposals and oral interviews (if held). The Executive Director will review the recommendation and, if he agrees, forward the recommendation on the SAFE Operations Committee, which will select a consultant to perform the services described in this RFP.

## **VII. GENERAL CONDITIONS**

### ***A. Limitations***

This request for proposal (RFP) does not commit the MTC SAFE to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

### ***B. Award***

All finalists may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from negotiations. MTC SAFE also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

### ***C. Binding Offer***

A signed proposal submitted to MTC SAFE in response to this RFP shall constitute a binding offer from Consultant to contract with MTC SAFE according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to MTC SAFE.

### ***D. Contract Arrangements***

The selected Consultant will be expected to execute a contract based on the terms and conditions in *Appendix C, Synopsis of MTC SAFE’s Standard Consultant Agreement*. Proposers who wish to review the full contract prior to proposal submission should request a copy from the MTC SAFE Project Manager. Particular attention should be paid to MTC SAFE’s insurance and indemnification requirements. **Objections or requests for modifications to any provision of the appendices must be submitted no later than one week prior to the due date for the proposals, as required in Section VII.E below, in order to guarantee consideration. If such**

**objections or requests for modification are not brought to MTC SAFE's attention within the time specified, concurrence by the proposer will be assumed.**

The contract resulting from this RFP will be compensated primarily on as a lump sum contract on the basis of satisfactory completion of deliverables. Additional work not contemplated in *Appendix A* shall be performed according to task order agreed to by both parties and compensated on a time and materials basis.

#### ***E. Selection Disputes***

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that MTC SAFE procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) no later than one week prior to the date proposals are due, for objections to RFP provisions; or
- 2) within five (5) working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to Consultant selection.

The evaluation record shall remain confidential until the MTC SAFE Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC SAFE review officer to recommend a resolution to the MTC Executive Director.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by MTC SAFE's Oversight Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC SAFE Oversight Committee, no less than three (3) working days after receipt of the written response from the Executive Director. The Oversight Committee's decision will be the final agency decision.

#### ***F. Public Records***

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the Administration Committee has authorized award.

***G. Confidentiality***

MTC SAFE and its partner agencies may receive from the System Integrator for the CCTV Project information and data regarded as proprietary and confidential. The selected consultant will be expected to sign a nondisclosure agreement protecting such confidential information and agreeing to not disclose it to third-parties who have not also signed nondisclosure agreement.

## APPENDIX A- SCOPE OF WORK

### *I. General*

The selected consultant (“CONSULTANT”) shall provide technical assistance and advice to the MTC SAFE and its partner agencies, Caltrans and CHP, during Phase I (prototype development and testing) of the CCTV Upgrade Project. The contract may be extended in one-year increments to cover Phase 2 (full deployment).

In general, CONSULTANT shall review all deliverables submitted by the System Integrator, providing analysis, evaluation reports, and recommendations to MTC SAFE, as described below or as requested and included in signed task orders. CONSULTANT shall also review and evaluate hardware and software documentation submitted by the System Integrator, as well as training materials.

CONSULTANT will be expected to advise and provide technical recommendations to the CCTV Working Group as needed throughout the course of the CCTV Project.

CONSULTANT shall play an essential role in reviewing and evaluating the IP-based CCTV system acceptance test procedures, as a test representative of the CCTV Working Group, observing during the conduct of the acceptance test, and in reviewing and providing a written report evaluating the results of the acceptance test. Following successful completion of acceptance testing, CONSULTANT shall review and evaluate the Phase II Deployment Plan developed and submitted by the System Integrator and provide an evaluation report and recommendations.

#### **Task 1: Provide Technical support during the Video Encoder/Decoder Pre-evaluation Test Bed results and System Integrator recommendations.**

CONSULTANT shall review and evaluate the list of 10 different video encoder/decoder equipment manufacturers submitted to the Project Manager by the System Integrator pursuant to Task 2 Deliverable 2A-1 (*Appendix A, Scope Of Work, “System Integrator For CCTV System Upgrade and Deployment Testing”*). CONSULTANT shall review and evaluate the Test Bed configuration testing procedures and the proposed evaluation criteria pursuant to Task 2, Deliverable 2A-3. CONSULTANT shall also review and evaluate the Video Encoder/Decoder Pre-evaluation Test Bed results submitted by the System Integrator pursuant to Task 2, Deliverable 2A-5. CONSULTANT shall provide a report to MTC SAFE identifying any strengths or weaknesses in the hardware tested and recommended by the System Integrator as well as any observations about the testing process.

<b>Deliverable #1A:</b>	<b>Evaluation of the list of 10 different video encoder/decoder manufacturers provided by the System Integrator</b>
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<b>Deliverable #1B:</b>	<b>Evaluation of the Test Bed configuration testing procedures and the proposed Test Bed evaluation criteria</b>
<b>Deliverable #1C:</b>	<b>Evaluation of the Video Encoder/Decoder Pre-evaluation Test Bed results and the System Integrator recommendations</b>
<b>Deliverable #1D:</b>	<b>Report identifying strengths or weaknesses in hardware tested and recommended by System Integrator and commenting on testing process.</b>

**Task 2: Review and evaluate all services and documentation proposed by the System Integrator.**

The System Integrator is required to provide Engineering Services And Documentation in Task 3 of the contract. CONSULTANT shall review and evaluate the following documentation listed by deliverable as submitted by the System Integrator pursuant to Task 3 of the System Integrator RFP.

- Deliverable 3A-1, The hardware and off-the-shelf software submittal documentations and system connection diagrams of all proposed devices. The equipment manufacturer specifications. The vendor documentation on all off-the-shelf software proposed for use with any and all proposed options; and the detailed descriptions of all proposed custom software.
- Deliverable 3A-2: The set of as-built documentation including system connection diagrams and the detailed breakdown describing all system Application Programmer's Interfaces (API).
- Deliverable 3A-3: The Five draft non-copyrighted copies of all necessary documentation needed to install, operate, and maintain/configure the CCTV GUI applications.
- Deliverable 3A-5: The Draft set of training class documentation for each of the CCTV GUI applications.
- Deliverable 3A-7: All warranty documentation as set forth in *Appendix H, Contract Terms and Conditions*, Article 9.

Once the last CCTV Task 3 project deliverable has been submitted by the System Integrator, CONSULTANT shall develop a complete analysis report of the Engineering Services And Documentation provided by the System Integrator including but not limited to the identification of strengths and weakness, the identification of potential issues and recommendations for how they might be resolved.

<b>Deliverable #2A:</b>	<b>Evaluation report of documentation submitted by the System Integrator in CCTV Project Deliverables 3A-1, 3A-2, 3A-3, 3A-5 &amp; 3A-7 .</b>
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**Deliverable #2B:                      Memorandum of Engineering Services and Documentation  
Findings & Recommendations**

**Task 3: Review and evaluate the Equipment & Software Procurement, Development,  
Delivery, Installation, Configuration & Integration provided by the System Integrator**

The CCTV Project System Integrator is responsible for ordering, developing, delivering, installing, configuring and integrating all hardware and software items identified on the Hardware and Software Item Cost Schedule in *Appendix B, Summary of Project Budget and Equipment Price List* (Task 4 of the CCTV Project RFP, as revised during Tasks 1-3). It is the intention of this Task that the CONSULTANT be proactively involved in the evaluation and approval process of the System Integrator deliverables under Task 4 of the CCTV Upgrade contract.

CONSULTANT shall be a participant in the Prototype Lab Demonstration during which the System Integrator must provide five lab CCTV configurations depicting possible field scenarios of various encoding technologies and vendors.

CONSULTANT shall provide a written evaluation report which takes into account any changes in approach recommended by the System Integrator.

**Deliverable #3A:                      Brief memorandum of conclusions and  
recommendations regarding the System Integrator report  
pursuant to CCTV Project Deliverable 4A-2.**

**Deliverable #3B:                      Evaluation Report of CCTV prototype system for functionality,  
completeness and compliance with the SOW requirements  
pursuant to CCTV Project Deliverable 4A-4.**

**Deliverable #3C:                      Brief memorandum of conclusions, recommendations and  
advice regarding the Detailed Software Design Review  
documentation pursuant to CCTV Project Deliverable 4A-5.**

**Deliverable #3D:                      Participate as an evaluator in the Prototype Lab Demonstration  
during which the System Integrator must provide five lab  
CCTV configurations depicting possible field scenarios of  
various encoding technologies and vendors, and provide a  
follow up memorandum of findings and recommendations to  
the CCTV Working Group.**

**Deliverable #3E:**                      **Verify the completeness of CCTV Project Deliverables 4A-6, 4A-7 and 4A-8 and provide a memorandum of findings.**

**Task 4: Review and evaluate the acceptance test procedures proposed by the System Integrator (CCTV Project Task 5) and participate as an acceptance test representative of the CCTV Working Group.**

The System Integrator is responsible for developing a rigorous acceptance test procedure for the IP-based CCTV System and GUI providing seamless access to 20 existing camera locations in Task 5 of the CCTV Project contract, “Prototype Field Integration”. CONSULTANT shall review, evaluate and provide recommendations for the proposed acceptance test procedures submitted by the System Integrator pursuant to CCTV Project Task 5, Deliverable 5B-4, and participate as a test representative during the performance of acceptance testing. CONSULTANT shall review acceptance test summary reports and documentation and provide a written assessment.

**Deliverable #4A:**                      **Provide an evaluation report & recommendations of the acceptance test procedures proposed by the System Integrator in CCTV Project Deliverable 5B-4**

**Deliverable #4B:**                      **Memorandum assessing the acceptance test summary report in CCTV Project Deliverable 5B-11, including conclusions and recommendations.**

**Task 5: Review and evaluate the acceptance test procedures proposed by the System Integrator (CCTV Project Task 7). Participate as an acceptance test representative of the CCTV Working Group.**

The System Integrator is responsible for developing a rigorous acceptance test procedure for the IP-based CCTV System and GUI providing seamless access to all 400 existing camera locations in Task 7 of the CCTV Project Contract, “Full Prototype Acceptance Testing”. CONSULTANT shall review, evaluate and provide recommendations for the proposed acceptance test procedures submitted by the System Integrator pursuant to Task 7, Deliverable 7C-1, and participate as a test representative during the performance of acceptance testing. CONSULTANT shall review acceptance and operational test summary reports documentation (Deliverables 7C-3, 7C-5) and the courses of action summary report documentation (Deliverable 7C-8) and provide written assessments of each.

**Deliverable #5A:** Provide an evaluation report & recommendations of the acceptance test procedures proposed by the System Integrator in CCTV Project Deliverable 7C-1.

**Deliverable #5B:** Provide an evaluation report of the acceptance test, the operational test and the summary reports supplied by the System Integrator in CCTV Project Deliverables 7C-3 & 7C-5 including findings, conclusions and recommendations.

**Deliverable #5C:** Provide an assessment memorandum of conclusions and recommendations.

**Task 6: Review, evaluate and provide comment on the Phase II Deployment Plan and Project Schedule.**

In Task 9 “Develop a Phase II Deployment Plan and Receipt of a Notice To Proceed” of the CCTV Project Contract, the System Integrator must develop a detailed Deployment Plan for the full Caltrans District-wide build out of the CCTV system to be deployed in Phase II, including a schedule for the completion of Phase II work. CONSULTANT shall review, evaluate and provide recommendations for the proposed Deployment Plan and Preliminary Phase II Project Schedule submitted by the System Integrator pursuant to Task 9, Deliverable 9D-1.

**Deliverables #6:** Evaluation report & recommendations for the Deployment Plan proposed by the System Integrator in CCTV Project Deliverable 9D-1.

**Task 7: TASK ORDERS**

CONSULTANT shall review, evaluate and provide written evaluation reports on Contract deliverables and/or additional consulting services as needed. MTC SAFE may also call upon CONSULTANT to review and evaluate changes or additions in Contract deliverables, including without limitation proposed value engineering and other hardware, software documentation and configurations, and training materials.

MTC SAFE may also determine a need for additional specific tasks by CONSULTANT or a subconsultant as the project progresses:

- Special research regarding any issues or options that arise during the prototype development.

- Special research or expert knowledge required in the development of the GUI.
- Needs with regard to the development of enhancements.
- Testing not performed by the System Integrator.

## APPENDIX B- CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

The Metropolitan Transportation Commission (“MTC”) commissioners include:

Tom Ammiano	Scott Haggerty	Jon Rubin
Tom Azumbrado	Barbara Kaufman	Bijan Sartipi
James T. Beall, Jr.	Steve Kinsey	James P. Spering
Irma L. Anderson	Sue Lempert	Pamela Torliatt
Mark DeSaulnier	John McLemore	Sharon Wright
Bill Dodd	Michael D. Nevin	Shelia Young
Dorene M. Giacopini		

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any BATA commissioner or GGBHTD director in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner or director: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any BATA commissioner or GGBHTD director in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner or director: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude BATA from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

## **APPENDIX C- SYNOPSIS OF PROVISIONS IN MTC SAFE'S STANDARD CONSULTANT AGREEMENT**

In order to provide bidders with an understanding of some of Agency's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. A copy of Agency's standard agreement may be obtained from the Project Manager for this RFQ/RFP.

**Termination:** MTC SAFE may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC SAFE will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC SAFE will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC SAFE, less the costs to MTC SAFE of rebidding.

**Insurance Requirement:** You agree to obtain and maintain at your own expense the following types of insurance placed with insurers with a Best's rating of A-X or better, for the duration of this agreement: (1) Worker's Compensation Insurance, as required by the law, and Employer's Liability Insurance in an amount no less than \$1,000,000; (2) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 for injury to any one person and for any one occurrence and \$2,000,000 general aggregate; (3) Owned, Non-Owned, and Hired Automobile Liability Insurance in an amount no less than \$1,000,000; and (4) Errors and Omissions Insurance in the amount of \$1,000,000. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC SAFE, its Commissioners, officers, representatives, agents and employees as additional insureds and to specify that such insurance is primary and that no MTC SAFE insurance will be called on to contribute to a loss. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC SAFE prior to issuance of any payment under the Agreement by MTC SAFE.

**Independent Contractor:** Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC SAFE. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

**Indemnification:** Consultant agrees to defend, indemnify and hold MTC SAFE harmless from all claims, damages, liability, and expenses resulting from any act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC SAFE arising out of Consultant's acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC SAFE: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“MTC SAFE Data”) made available to the Consultant by MTC SAFE for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC SAFE and shall be returned to MTC SAFE at the completion or termination of this Agreement. No license to such MTC SAFE Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant’s use or possession of such MTC SAFE Data. Any updates, revisions, additions or enhancements to such MTC SAFE Data made by the Consultant in the context of the Project shall be the property of MTC SAFE.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“Work Product”) written or produced by the Consultant under this Agreement and provided to MTC SAFE as a deliverable shall be the property of MTC SAFE. Consultant will be required to assign all rights in copyright to such Work Product to MTC SAFE.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC SAFE.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC SAFE for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC SAFE can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.